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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

DARLENE LEWIS, on behalf of herself
and all others similarly situated,

Plaintiff,
vs.

NEVADA PROPERTY 1, LLC, d/b/a The
Cosmopolitan of Las Vegas; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 2:12-cv-01564-RFB-GWF

**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The above-referenced putative class action (“Action”) having come before the Court on December 4, 2015, for a hearing and this Final Order Approving Class Action Settlement and Judgment (“Court’s Final Order and Judgment”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), filed and entered on August 12, 2015, and as set forth in the Joint Stipulation of Settlement and Release Between Plaintiff and Defendant (“Stipulation of Settlement” or “Settlement”) in the Action, and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court

1 having considered all papers filed and proceedings had herein and otherwise being fully informed
2 and good cause appearing therefore, it is hereby ORDERED, ADJUDGED AND DECREED AS
3 FOLLOWS:

4 1. All terms used herein shall have the same meaning as defined in the Stipulation of
5 Settlement.

6 2. This Court has jurisdiction over the subject matter of this Action and over all
7 Parties to this Action, including all Class Members.

8 3. Distribution of the Notice, Opt-In Class Member Notice, Claim and Consent Form,
9 and the Exclusion Form directed to the Class Members as set forth in the Stipulation of
10 Settlement and the other matters set forth therein have been completed in conformity with the
11 Preliminary Approval Order, including individual notice to all Class Members who could be
12 identified through reasonable effort, and as otherwise set forth in the Stipulation of Settlement.
13 The Notice and Opt-In Class Member Notice (collectively “Notices”) provided due and adequate
14 notice of the proceedings and of the matters set forth therein, including the proposed Settlement
15 set forth in the Stipulation of Settlement, to all persons entitled to such Notices, and the Notices
16 fully satisfied the requirements of due process. All Class Members and all Released Claims are
17 covered by and included within the Settlement and the Court’s Final Order and Judgment.

18 4. The Court hereby finds the Settlement was entered into in good faith. The Court
19 further finds that Plaintiff has satisfied the standards and applicable requirements for final
20 approval of this class action settlement.

21 5. The Court hereby approves the Settlement set forth in the Stipulation of Settlement
22 and finds the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to
23 effectuate the Settlement according to its terms. The Court finds that the Settlement has been
24 reached as a result of intensive, serious and non-collusive, arms-length negotiations. The Court
25 further finds the Parties have conducted extensive and costly investigation and research, and
26 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
27 finds the Settlement at this time will avoid additional substantial costs, as well as avoid the delay
28 and risks that would be presented by the further prosecution of the Action. The Court has

1 reviewed the benefits that are being granted as part of the Settlement and recognizes the
2 significant value to the Class Members. The Court also finds the Class is properly certified as a
3 class for settlement purposes only. The Court also hereby finds there were no objections to the
4 Settlement filed prior to or raised by any person on the record at the Final Approval Hearing that
5 change the Court's decision to approve the Settlement.

6 6. As of the date of the Court's Final Order and Judgment, each and every Class
7 Member is and shall be deemed to have conclusively released the Released Claims as against the
8 Released Parties. As of the date of the Court's Final Order and Judgment, each and every Class
9 Member who has not submitted a valid Request for Exclusion hereby releases and is forever
10 barred and enjoined from instituting or prosecuting the Released Claims, except as to such rights
11 or claims as may be created by the Settlement, against the Released Parties from December 1,
12 2010 up to and including the date of the Court's Final Order and Judgment. In addition, as of the
13 date of the Court's Final Order and Judgment, each Class Member who has not submitted a valid
14 Request for Exclusion is forever barred and enjoined from instituting or accepting damages or
15 obtaining relief against the Released Parties relating to the Released Claims from December 1,
16 2010 up to and including the date of the Court's Final Order and Judgment.

17 7. Neither the Settlement nor any of the terms set forth in the Stipulation of
18 Settlement is an admission by the Released Parties, nor is the Court's Final Order and Judgment
19 Dismissing a finding of the validity of any claims in the Action or of any wrongdoing by the
20 Released Parties. Neither the Court's Final Order and Judgment, the Stipulation of Settlement,
21 nor any document referred to herein, nor any action taken to carry out the Stipulation of
22 Settlement is, may be construed as, or may be used as, an admission by or against the Released
23 Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the
24 Stipulation of Settlement, and any negotiations or proceedings related thereto, shall not in any
25 event be construed as, or deemed to be evidence of, an admission or concession with regard to the
26 denials or defenses by the Released Parties, and shall not be offered in evidence in any action or
27 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other
28 than to enforce the provisions of the Court's Final Order and Judgment, the Stipulation of

1 Settlement, the Released Claims, or any related agreement or release. Notwithstanding these
2 restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding,
3 the Court's Final Order and Judgment, the Stipulation of Settlement, and any other papers and
4 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
5 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to
6 the Released Claims.

7 8. The Court hereby enters judgment in the Action, as of the date of entry of the
8 Court's Final Order and Judgment, pursuant to the terms set forth in the Stipulation of Settlement.
9 Without affecting the finality of the Court's Final Order and Judgment in any way, the Court
10 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of
11 the Settlement, and all orders entered in connection therewith.

12 9. The Court hereby finds the settlement payments provided for under the Settlement
13 to be fair and reasonable in light of all the circumstances. The Court, therefore, orders the
14 calculations and the payments to be made and administered in accordance with the terms of the
15 Settlement.

16 10. The Court hereby confirms Thierman Buck, LLP as Class Counsel in the Action.

17 11. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
18 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
19 of \$2,868,000 and attorney costs in the amount of \$230,000 to be deducted and paid from the
20 Maximum Settlement Amount, as final payment for and complete satisfaction of any and all
21 attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity
22 related to the Action. The Court further orders that the award of attorneys' fees and costs set
23 forth in this Paragraph shall be administered pursuant to the terms of the Stipulation of
24 Settlement, and transferred and/or made payable to Class Counsel in the Action.

25 12. The Court also hereby approves and orders Enhancement Awards to Class
26 Representative Darlene Lewis in the amount of \$50,000 and each of the Class Deponents in the
27 amount of \$2,000 to be deducted and paid from the Maximum Settlement Amount.

28 13. The Court also hereby approves and orders payment from the Class Settlement for

1 actual claims administration expenses incurred by the Claims Administrator, CPT Group in the
2 amount of \$57,000, to be paid from the Maximum Settlement Amount.

3 14. The Court also hereby finds and orders that the Stipulation of Settlement is and
4 constitutes a fair, reasonable and adequate compromise of the Released Claims against the
5 Released Parties.

6 15. Provided the Settlement becomes effective under the terms of the Stipulation of
7 Settlement, the Court also hereby orders the deadline for mailing or otherwise delivering the
8 Court-approved Settlement Awards, attorneys' fees and costs, and Enhancement Awards is as set
9 forth in the schedule within the Preliminary Approval Order.

10 **IT IS SO ORDERED.**

11 Dated: December 10, 2015.



12 RICHARD F. BOULWARE, II
13 UNITED STATES DISTRICT JUDGE
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